

**APPLICATION OF**  
BellSouth Long Distance, Inc.

**EXHIBIT IV**

Proposed Tariff

**BELLSOUTH LONG DISTANCE, INC.**  
Director, Business Implementation and Compliance  
400 Perimeter Center Terrace, Suite 400  
Atlanta, GA 30346

Ill.C.C. Tariff No. 3  
Original Page 1

Issued: July 19, 2004

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This tariff replaces BellSouth BSE, Inc. Ill.C.C. Tariff No. 1 currently on file with the Commission.

**BELLSOUTH LONG DISTANCE, INC.**

**COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES**

This tariff, filed with the Illinois Commerce Commission contains the rates, terms and conditions applicable to the Resale of Competitive Local Telecommunications Services provided by BellSouth Long Distance, Inc. in the State of Illinois.

All marks, ®, SM, TM, contained in this Tariff are owned by BellSouth Intellectual Property Corporation.

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### CHECK SHEET

Sheets of this tariff indicated below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

#### SHEET REVISION LEVEL

Page	Revision		Page	Revision		Page	Revision	
1	Original	*	20	Original	*	38	Original	*
2	Original	*	21	Original	*	39	Original	*
3	Original	*	22	Original	*	40	Original	*
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12	Original	*	31	Original	*	49	Original	*
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14	Original	*	33	Original	*	51	Original	*
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### **SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C) - Changed regulation.
- (D) - Delete or discontinue.
- (I) - Change Resulting in an increase to a Customer's bill.
- (M) - Moved from another tariff location.
- (N) - New
- (R) - Change resulting in a reduction to a Customer's bill.
- (T) - Change in text without change in rate or regulation.

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### **TARIFF FORMAT**

- (A) **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- (B) **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- (C) **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1(A)
  - 2.1.1(A)(1)
  - 2.1.1(A)(1)(a)
  - 2.1.1(A)(1)(a)(1)
  - 2.1.1(A)(1)(a)(1)(a)
  - 2.1.1(A)(1)(a)(1)(a)(1)
- (D) **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

**BELLSOUTH LONG DISTANCE, INC.**  
Director, Business Implementation and Compliance  
400 Perimeter Center Terrace, Suite 400  
Atlanta, GA 30346

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### **APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of the resale of competitive local telecommunications services by BellSouth Long Distance, Inc. within the State of Illinois.

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## **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the Customer's location to a BellSouth Long Distance switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**BellSouth Long Distance** - Used throughout this tariff to mean BellSouth Long Distance, Inc. unless clearly indicated otherwise by the text.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Calling Card** - A billing mechanism by which the charges for a call may be billed to a valid Company-issued or Incumbent Local Exchange Carrier-issued account.

**Commission** - Illinois Commerce Commission.

**Company or Carrier** - BellSouth Long Distance, Inc., unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Equal Access** - The ability of a long distance carrier to serve Customers on a presubscribed basis rather than through the use of dial access codes.



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Director, Business Implementation and Compliance  
400 Perimeter Center Terrace, Suite 400  
Atlanta, GA 30346

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## **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Holidays** - Holidays observed by the Company as specified in this tariff.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**LEC** - Local Exchange Company

**Person-to-person** - A class of call in which the calling party specifies an individual, station number, department, or an agreed alternate with whom to speak at the called number.

**Premises** - A building or buildings on contiguous property.

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

**Special Construction** - Service configurations specifically designed and constructed at a Customer's request.

**Station-to-Station** - A class of call in which the calling party places the call to any individual or station at the called party location. All toll calls which are not placed on a Person-to-Person basis are station-to-station.

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## **SECTION 2 - RULES AND REGULATIONS**

### **2.1 Undertaking of BellSouth Long Distance, Inc.**

- 2.1.1** The Company's services are furnished for intrastate telecommunications originating and terminating within the state of Illinois under terms of this tariff.
- 2.1.2** The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3** When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's services and facilities.
- 2.1.4** The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.
- 2.1.5** The Company may serve Customers in the State of Illinois through the use of its own facilities or through the resale of services of other telecommunications service providers.
- 2.1.6** The provision of services defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff. The furnishing of service under this tariff or an applicable contract is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.2.2** Customers and users may use services and facilities provided under this tariff or an applicable contract to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under this tariff or an applicable contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.2.3** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.4** In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because unavoidable errors incidental to services and use of such facilities of the Company may occur, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.2 Limitations, (Cont'd.)**

- 2.2.5** Accessories which aid a Customer's convenience in his use of the services provided by the Company which are not furnished under this tariff, are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.
- 2.2.6** The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.
- 2.2.7** The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law.

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.3 Liabilities of Company**

- 2.3.1** The Company's liability for damages arising from any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the failure occurs.
- 2.3.2** The Company shall not be liable for any claim or loss not directly caused by negligence of the Company.
- 2.3.3** The Company is not liable for any act or omission of any other company or companies furnishing a portion of the facilities, equipment or services used in connection with the services provided by the Company.
- 2.3.4** The Company shall not be liable for the use or abuse of a Customer's service by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of a PBX re-origination or other legal or illegal equipment, service or device. The Company shall not be liable for any action, such as blocking or refusal to accept certain calls, that it deems necessary to take in order to prevent unlawful use of its services. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- 2.3.5** Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefore, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Liabilities of Company, (Cont'd.)**

**2.3.6** The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.

**2.3.7** The Company shall be indemnified and held harmless by the Customer against the following:

- (A)** Claims for slander, libel or infringement of copyright arising out of the materials, data, information or other content transmitted over the Company's facilities.
- (B)** All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.4 Taxes and Surcharges**

**2.4.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**2.4.2** Surcharges (i.e., 911, subscriber line charge, etc.) approved or mandated by any governmental jurisdiction are listed separately on the bill and are not included in quoted rates.

### **2.5 Terminal Equipment**

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, key system or private branch exchange (PBX). Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

### **2.6 Installation**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.7 Payment for Service**

- 2.7.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by the Company. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of regulatory agencies, including the Commission. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Contested charges will be handled in accordance with the appropriate Commission rules. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.7.2** Monthly invoices sent to the Customer are due upon receipt and are considered delinquent thirty (30) days after the bill is rendered and the account may be subject to disconnection. All amounts owed after the due date are subject to late payment penalty charges of 1.5 % per month. The late payment fee will not be assessed on unpaid penalty charges and any payment received shall first be applied to any bill for services rendered.
- 2.7.3** In no case shall service be actually disconnected until five days after written notice has been given to the Customer.
- 2.7.4** Returned Check Fee - A \$25.00 processing fee will be charged if a check for payment of an invoice is dishonored for any reason. This charge applies each time a check is returned to BellSouth Long Distance by a bank for insufficient funds.



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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.8 Deposits and Advance Payments**

- 2.8.1** The Company does not normally require a deposit or advance payment from Customers. However, deposits or advance payments may be collected from Customers or potential Customers whose credit or payment history is unsatisfactory or unknown to the Company.
- 2.8.2** In determining whether a Customer's or potential Customer's credit history is unsatisfactory, the Company will consider (i) the Customer's payment history with the Company, (ii) the Customer's ability to demonstrate adequate ability to pay for the service, (iii) credit and related information provided by the Customer, lawfully obtained from third parties or publicly available, and (iv) information relating to Customer's management, owners and affiliates. Customers whose payment or credit history is determined by the Company to present an undue risk may be required at any time to provide the Company a security deposit, in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or two months actual or estimated usage charges for the service to be provided. In the case of a cash deposit, simple interest per annum pursuant to the rules and regulations of the Commission shall be credited or paid to the Customer while the deposit is held by the Company. Such deposit may be refunded to the Customer's account at the end of six (6) months of satisfactory credit history.

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.9 Cancellation by Customer**

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of BellSouth Long Distance may cancel service by providing thirty (30) days written notice to BellSouth Long Distance. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.10 Interconnection**

Service furnished by BellSouth Long Distance may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with BellSouth Long Distance's service.

### **2.11 Refusal or Discontinuance by Company**

The Company may refuse or discontinue service in the following circumstances. Unless otherwise stated, the Customer will be given ten (10) days' written notice and allowed a reasonable time to comply with any rule or to remedy any deficiency. All notices given shall comply with the Commission rules.

**2.11.1** For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.

**2.11.2** For the use of telephone service for any other property or purpose other than that described in the application.

**2.11.3** For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.

**2.11.4** For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company. Such action shall be taken only when corrective action negotiated between the Company and the Customer has failed to resolve the situation.

**2.11.5** For non-compliance with and/or violation of the Commission regulations or the Company's rules and regulations on file with the Commission.

**2.11.6** In the event of tampering with the equipment furnished and owned by the Company.

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.11 Refusal or Discontinuance by Company, (Cont'd.)**

- 2.11.7** In the event of Customer use of equipment in such a manner as to adversely affect the Company's service to others. Such discontinuance of service may be made without notice if a dangerous condition relating to Company service exists which could subject any person to imminent harm or result in substantial damage to the property of the Company or others. In such case, the Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination or refusal.
- 2.11.8** In the event of unauthorized or fraudulent use of service. The Company may terminate service without notice to the Customer if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. The Company shall within twenty four (24) hours after such termination send written notification to the Customer of the reasons for such termination. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.11.9** For failure of the Customer to make proper application for service. A Customer who has complied with Commission regulations shall not be denied service for failure to comply with the Company's rules which have not been made effective in the manner prescribed by the Commission.
- 2.11.10** For Customer's breach of the contract for service between the Company and the Customer.
- 2.11.11** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.11.12** The Company reserves the right to discontinue furnishing service or to limit the use of service when necessary due to conditions beyond its control or when the Customer is using service in violation of the law or provisions of this tariff.

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.11 Refusal or Discontinuance by Company, (Cont'd.)**

**2.11.13** The Company, with written notification giving reason, may either suspend service or terminate the Customer's service without suspension or following a suspension of service, disconnect the service and remove any of its equipment from the Customer's premises upon:

- (A) Abandonment of service.
- (B) Impersonation of another with fraudulent intent.
- (C) Nonpayment of any sum due the Company.
- (D) Abuse or fraudulent use of service.

### **2.12 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

### **2.13 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.14 Interruption of Service**

Interruptions of service and trouble reports are subject to the general liability provisions set forth in Section 2.3 herein and the provisions of the Commission.

### **2.15 Terms and Conditions**

- 2.15.1** Service is provided on the basis of a minimum period of at least one month unless specified otherwise in this tariff. For the purpose of computing charges in this tariff or an applicable contract, a month is considered to have 30 days.
- 2.15.2** Customers may be required to enter into written service agreements which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff or an applicable contract. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.15.3** At the expiration of the initial term specified in each service agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff or an applicable contract prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service agreement shall survive such termination.
- 2.15.4** In any action between the parties to enforce any provision of this tariff or an applicable contract, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.16 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.17 Special Construction And Special Arrangements**

**2.17.1** Special Construction - Subject to the agreement of the Company and to all of the regulations contained in this tariff or any applicable contract, special construction and special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Special construction is that construction undertaken:

- (A) Where facilities are not presently available, and there is no other requirement for the facilities so constructed,
- (B) Of a type other than that which the Company would normally utilize in the furnishing of its services,
- (C) Over a route other than that which the Company would normally utilize in the furnishing of its services,
- (D) In a quantity greater than that which the Company would normally construct,
- (E) On an expedited basis,
- (F) On a temporary basis until permanent facilities are available,
- (G) Involving abnormal costs, or
- (H) In advance of its normal construction.



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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.17 Special Construction And Special Arrangements, (cont'd.)**

**2.17.2** Basis for Charges - Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

**2.17.3** Basis for Cost Computation - The costs referred to in Section 2.17.2 preceding may include one or more of the following items to the extent they are applicable:

- (A) Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of: (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
- (B) Annual charges including the following: (i) cost of maintenance, (ii) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.17 Special Construction And Special Arrangements, (Cont'd.)**

**2.17.4 Termination Liability** - To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

(A) The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.17.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.

(B) The maximum termination liability as determined in paragraph a) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

**2.17.5 Maintenance Charge** - A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company.

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### **SECTION 3 - DATA SERVICES**

#### **3.1 Calculation of Distance**

For mileage sensitive services, the distance between originating and terminating points of a private line facility are determined using vertical ("V") and horizontal ("H") coordinates for the serving wire center(s) or BellSouth Long Distance access point(s) associated with the facility. For purposes of determining the airline mileage of a call the Company references the V and H coordinates as found in BellCore's V&H Tape and NECA FCC Tariff No. 4. The use of coordinates for wire centers versus access points and the method for calculating actual distances varies based on the type of service and the form of access used to reach the BellSouth Long Distance network.

For non-switched private line services, mileage measurements are based on the distance in airline miles between BellSouth Long Distance access points associated with each end of the circuit. Distance measurements are determined using the mileage calculation method shown in section 3.1.1.

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### **SECTION 3 - DATA SERVICES**

#### **3.1 Calculation of Distance, (Cont'd.)**

##### **3.1.1 Calculation Method for Private Line Services**

The following steps describe the procedure for calculating mileage distances for private line services:

- Step 1 Obtain the "V" and "H" coordinates for the Company access points serving the originating and terminating locations.
- Step 2 Obtain the difference between the "V" coordinates. Obtain the Difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers and/or access points.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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### **SECTION 3 - DATA SERVICES**

#### **3.2 Frame Relay Service**

##### **3.2.1 General**

- (A) Frame Relay service, as provided for in this Tariff section, is offered for intrastate use only.
- (B) The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Tariff of the Company.
- (C) Frame Relay Service is offered where facilities are available
- (D) The rates and charges set forth for Frame Relay service provide for the furnishing of service where suitable facilities are available.
- (E) Suspension of service is not allowed.
- (F) The minimum service period is one month.

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### **SECTION 3 - DATA SERVICES, (CONT'D.)**

#### **3.2 Frame Relay Service, (Cont'd.)**

##### **3.2.2 Explanation of Terms**

###### **(A) Customer Connection to Frame Relay Service**

The Customer Connection (or Port) provides the Customer with the standard interface to the Frame Relay service network. This interface receives the data frame from the Customer's network or device and verifies that the DLCI is valid before relaying the frame to the destination. Included in the Customer Connection are the Customer's termination on the Frame Relay service switching equipment, the transport from the Serving Area Point to the switching equipment, and the first DLCI. These interfaces connect the Frame Relay service network with the digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 1.536 Mbps, or 44.210 Mbps.

###### **(B) Frame Relay Service Network Serving Area**

Certain serving wire centers are designated Serving Area Points. A Frame Relay Service Network Serving Area is comprised of all the Serving Area Points in a geographic area.

###### **(C) Permanent Virtual Circuit (PVC)**

A software defined path transporting data within the Frame Relay service network between two Customer Connections. This data path, once defined in the network software, does not have to be established again. PVCs are end-to-end, bi-directional channels that are established via the service provisioning process.

###### **(D) Data Link Connection Identifier (DLCI)**

The Frame Relay standard specifies an address field called the Data Link Connection Identifier. The DLCI specifies a connection. A PVC is created when any two DLCIs are mapped together.

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**SECTION 3 - DATA SERVICES, (CONT'D.)**

**3.2 Frame Relay Service, (Cont'd.)**

**3.2.2 Explanation of Terms, (cont'd.)**

**(E) Committed Information Rate (CIR)**

Committed Information Rate is a feature that enables the Customer to select a sustained throughput under normal conditions. A CIR must be selected for each DLCI. Frames submitted at a rate above the subscribed CIR will be marked "discard eligible" (DE) and should network congestion occur, are subject to being dropped by the network. If CIR is set equal to zero, then all frames will be marked DE. However, in the absence of network congestion, DE marked frames will be transported with the same reliability as frames not marked DE within a single, Company Frame Relay Switch. The CIR value selected cannot exceed the minimum transmission speed of the link at either end of the PVC.

**(F) Service Area Point (SAP)**

A Company serving wire center that is designated as a member of the Frame Relay Service Network Serving Area. (See the definition of Frame Relay Service Network Serving Area preceding).

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### **SECTION 3 - DATA SERVICES, (CONT'D.)**

#### **3.2 Frame Relay Service, (Cont'd.)**

##### **3.2.3 Obligations of Customer**

- (A) The Customer is responsible for the provision and maintenance of all Customer Provided Equipment (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.
- (B) The maximum number of DLCIs per Customer Connection is subject to the characteristics of the Customer's data traffic. Thus, the number of DLCIs per Customer Connection must be negotiated between the Customer and the Company at the establishment of the Customer Connection and subsequent to the establishment should the traffic characteristics change. A maximum of 250 DLCIs may be established across a single Customer Connection.



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### **SECTION 3 - DATA SERVICES, (CONT'D.)**

#### **3.2 Frame Relay Service, (Cont'd.)**

##### **3.2.4 Responsibility of the Company**

- (A) The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the Customer.
- (B) In order to maintain the quality of Frame Relay service, the Company reserves the right to perform preventive maintenance or software updates to the network. This could result in Frame Relay service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday morning. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. This maintenance may be adjusted by the Company as deemed necessary to maintain the quality of the service.

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### **SECTION 3 – DATA SERVICES, (CONT'D.)**

#### **3.2 Frame Relay Service, (Cont'd.)**

##### **3.2.5 Provision of Service**

- (A) Certain Company serving wire centers are designated by the Company as Service Area Points (SAP's) for the Frame Relay service Network Serving Area. A Customer accessing the Frame Relay service network via a Packet Service Line and whose serving wire center is designated as SAP, will only require a Packet Service Line as described in Section 3.3 of this Tariff. A Frame Relay Service Customer, whose serving wire center is not designated as a SAP and who access the Frame Relay service network via a Packet Service Line, will require a Packet Service Line to the serving wire center, as well as, a Packet Service Line Extension (also described in Section 3.3) to gain access to the closest designated SAP.
- (B) The Customer Connection rate element includes the Customer's transport from a Serving Area Point to the Frame Relay Service switching equipment and the Customer's termination on the Frame Relay Service switching equipment.

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### **SECTION 3 - DATA SERVICES, (CONT'D.)**

#### **3.2 Frame Relay Service, (Cont'd.)**

##### **3.2.5 Provision of Service, (cont'd.)**

- (C) Should a Customer having locations in more than one Frame Relay Network Serving Area within a LATA, desire to send data traffic between these locations, the Customer can interconnect these locations through the following two options:

**(1) Dedicated Connection:**

The Customer subscribes to additional Customer Connections (or Ports) in each Network Serving Area which are enabled to support inter-serving area connectivity and Packet Service Line Extensions to connect them. These additional rate elements will be used solely to transport this Customer's data traffic between affected Frame Relay Network Serving Areas. Feature Charges apply for CIR's associated with PVCs through each connection.

**(2) Shared Connection:**

The Company may establish facilities between Frame Relay Service switching equipment in different Network Serving Areas in the same LATA and may allow Customers to share bandwidth on these facilities; where these shared facilities are available to Customers, a shared connection is an option. The Customer must establish one or more Inter-Network Service Area Links that extend between Frame Relay switches. Each of these links has an associated CIR. One PVC exists between both Customer premises through each link. All CIR's on this PVC must have the same value. Charges for the Inter-Network Serving Area Link are applied as follows:

- (1)** the Inter-Network Serving Area Link Establishment is charged at each end of the link,
- (2)** the Inter-Network Serving Area Link CIR is charged at each end of the link.

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### **SECTION 3 - DATA SERVICES, (CONT'D.)**

#### **3.2 Frame Relay Service, (Cont'd.)**

##### **3.2.6 Rates and Charges**

Rates and charges for Frame Relay Service consist of the following elements:

- (i) Customer Connection (or Port) to Frame Relay Service
- (ii) Frame Relay Service Features
- (iii) Inter-Network Service Area Links

Frame Relay service provided by the Company is available in two price plans: the Stand-Alone price plan and the Integrated Package price plan. "Stand-Alone" pricing will be applied to Customers who purchase Frame Relay service without a BellSouth® Business Class Family of Services contract. "Integrated Package" pricing will be applied to Customers who purchase Frame Relay service in conjunction with a BellSouth® Business Class Family of Services contract.

##### **(A) Stand - Alone Pricing Plan**

Service is offered on a month to month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 4.2 if this tariff. Available payment options and service periods are as follows:

- (1) Payment Option A - The Customer may select a service period of either 1 year (12 full months) or 2 years (24 full months).
- (2) Payment Option B - A service period of 3 years (36 full months) applies.

Upon expiration of the contracted service period or Payment Option, Stand - Alone price plan Customers may elect to extend their existing service periods an additional three (3) or six (6) months at their previously contracted rates and charges.

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**SECTION 3 – DATA SERVICES, (CONT'D.)**

**3.2 Frame Relay Service, (Cont'd.)**

**3.2.6 Rates and Charges**

**(B) Integrated Package Price Plan**

Service is offered on a month to month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 4.2 of this Pricing Guide. Available payment options and service periods are as follows:

- (1)** Payment Option A - A service period of one (1) year (12 full months) applies.
- (2)** Payment Option B - A service period of two (2) years (24 full months) applies.
- (3)** Payment Option C - The Customer may select a service period of either three (3) years (36 full months), four (4) years (48 full months) or five (5) years (60 full months).

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**SECTION 3 – DATA SERVICES, (CONT'D.)**

**3.3 Packet Service Line**

**3.3.1 General**

- (A) Packet Service Line service provides the Customer with a local connection to high speed frame or cell-based switched services.
- (B) Packet Service Line service provides a connection from the Customer's premises to a Company-provided data service over digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 1.536 Mbps, or 44.210 Mbps,
- (C) Packet Service Line service, as provided for in this Tariff section, is offered for intraLATA use only.
- (D) The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Tariff.
- (E) The rates and charges set forth for Packet Service Line service provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply and will be determined on an individual case basis.
- (F) Packet Service Line service is only available when provided in conjunction with Frame Relay service as contained in Section 3.2 of this Tariff.
- (G) Suspension of service is not allowed.
- (H) The minimum service period is one month.

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**SECTION 3 – DATA SERVICES, (CONT'D.)**

**3.3 Packet Service Line, (Cont'd.)**

**3.3.1 General, (cont'd.)**

**(I) Fast packet Option (FPO)**

- (1) The Fast Packet Option (FPO) of Packet Service Line service is only available when used in conjunction with Frame Relay service as described in Section 3.2 of this Tariff. The Fast Packet Option is used to connect a Customer premises with the Company's Frame Relay service network Serving Area Point.
- (2) The Fast Packet Option is designed to transmit digital data signals at speeds of 56 Kbps, 64 Kbps, 1.536 Mbps and 442.10 Mbps.
- (3) The Fast Packet Option operating at a transmission speed of 1.536 Mbps must be provisioned with Bipolar with 8 Zero Substitution (B8ZS) and Extended Superframe (ESF) if such service is to support a Customer connection that is 64 Kbps or a higher speed that is multiple of 64 Kbps.
- (4) The nonrecurring charge(s) for the applicable rate elements apply if the Customer requests a change in transmission speed on a Fast Packet Option to a higher or lower speed.

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**SECTION 3 – DATA SERVICES, (CONT'D.)**

**3.3 Packet Service Line, (Cont'd.)**

**3.3.2 Explanation of Terms**

**(A) Packet Service Line**

The link from the Customer's premises to the Customer's serving wire center.

**(B) Packet Service Line Extension**

When a Customer's serving wire center is not a Serving Area Point, a Packet Service Line Extension is used to connect the serving wire center to the closes Serving Area Point. The Packet Service Line Extension is associated with a Packet Service Line.

The Packet Service Line Extension is measured on a per mile basis in airline miles from a serving wire center that is not a Service Area Point to a Serving Area Point.

**(C) Network Serving Area**

Certain serving wire centers are designated Service Area Points. A Network Serving Areas is comprised of all the Serving Area Points in geographic area.

**(D) Service Area Point**

A Company serving wire center that is designated as a member of the Network Serving Area.



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**SECTION 3 - DATA SERVICES, (CONT'D.)**

**3.3 Packet Service Line, (Cont'd.)**

**3.3.3 Obligations of Customer**

- (A) When Customer provided Equipment (CPE) is connected with Packet Service Line service, the Customer or authorized user must provide equipment to perform the function of the Digital Terminating Equipment (DTE). The DTE provided by the Customer is required at a Customer's premises to perform such functions as:
  - (1) Proper termination of service
  - (2) Amplification
  - (3) Signal Shaping
  - (4) Remote Loopback
- (B) Where Packet Service Line service is available under this Tariff for use in connection with Customer provided equipment (CPE), the operating characteristics of such equipment shall be such as not to interfere with any of the services offered by the Company. Such use is subject to the further provisions that the CPE does not endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's service. Upon notice from the Company that the equipment provided by a Customer is causing or is likely to cause such hazard or interference, the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

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**SECTION 3 – DATA SERVICES, (CONT'D.)**

**3.3 Packet Service Line, (Cont'd.)**

**3.3.3 Obligations of Customer, (cont'd.)**

- (C) When CPE is connected to Packet Service Line service, the Customer shall be responsible for:
  - (1) Compatibility of the CPE to Packet Service Line service. This includes replacing the DTE due to technological changes in the network, and
  - (2) Testing and sectionalization and clearance of trouble conditions or service difficulties on any CPE which is connected to Packet Service Line service.
- (D) The Customer's responsibility shall include cooperative testing with the Company as may be necessary.

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**SECTION 3 - DATA SERVICES, (CONT'D.)**

**3.3 Packet Service Line, (Cont'd.)**

**3.3.4 Responsibility of the Company**

- (A) The Company shall not be responsible for installation, operation, or maintenance of any CPE. Where such CPE is connected to Company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for Packet Service Line service and to the maintenance and operation of such facilities in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for:
  - (1) The through transmission signals generated by such equipment, or for the quality of, or defects in, such transmission,
  - (2) The reception of signals by such equipment, or
  - (3) Damage to CPE provided by a Customer to an authorized user during testing.
- (B) The Company shall not be responsible to the Customer, if changes in any of the facilities, operations, or procedures of the Company utilized in provisioning of Packet Service Line service render any facilities provided by a Customer obsolete or require modifications or alteration of such equipment or otherwise affect its use or performance.
- (C) The Company undertakes to maintain and repair the facilities which it furnishes. The Customer may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.

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**SECTION 3 - DATA SERVICES, (CONT'D.)**

**3.3 Packet Service Line, (Cont'd.)**

**3.3.5 Provision of Service**

- (A) The design, maintenance, and operation of Packet Service Line service contemplates data communications originating or terminating at stations of the Customer.
- (B) A move involves a change in the physical location of one of the following:
  - (1) the point of interface at the Customer's premises
  - (2) the Customer's premises
- (C) Any move of service will be treated as a discontinuances and start of service at the new point of interface or new Customer premises. All associated nonrecurring charges will apply.
- (D) Customer requests for moves of service under Payment Plan No. 1 will be subject to the conditions stated in Section 4.2 of this Tariff including new minimum service periods or termination liability charges as may be applicable.

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**SECTION 3 - DATA SERVICES, (CONT'D.)**

**3.3 Packet Service Line, (Cont'd.)**

**3.3.6 Rates and Charges**

Rates and charges for Packet Service Line service consist of the following elements:

- (i) Packet Service Line
- (ii) Packet Service Line Extension

Mileage associated with Packet Extension Line service is calculated between a serving wire center and Service Area Point according to Section 3.1 of this Tariff.

Packet Service Line service provided by the Company is available in two price plans: the Stand-Alone price plan and the Integrated Package price plan. "Stand-Alone" pricing will be applied to Customers who purchase Packet Service Line service without a BellSouth® Business Class Family of Services contract. "Integrated Package" pricing will be applied to Customers who purchase Packet Service Line service in conjunction with a BellSouth® Business Class Family of Services contract.

**(A) Stand - Alone Price Plan**

Service is offered on a month to month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 4.2 of this Tariff. Available service periods are as follows:

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**SECTION 3 – DATA SERVICES, (CONT'D.)**

**3.3 Packet Service Line, (Cont'd.)**

**3.3.6 Rates and Charges, (cont'd.)**

**(A) Stand - Alone Price Plan, (continued)**

- (1) Service Periods** - The Customer may select a service period of one (1) year (12 full months) or two (2) years (24 full months).
- (2) Payment Option B** - A service period of three (3) years (36 full months) applies.

Upon expiration of the contracted service period or Payment Option, Stand - Alone price plan Customers may elect to extend their existing service periods an additional three (3) or six (6) months at their previously contracted rates and charges

If, prior to fulfilling the service period under PP-1, the Customer requests a change in transmission speed on a Fast Packet Option (to a higher or lower speed), a Termination Liability Charge will not be applied.

**(B) Integrated Package Price Plan**

Service is offered on a month to month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 4.2 of this Tariff. Available payment options and service periods are as follows:

- (1) Payment Option A** - A service period of one (1) year (12 full months) applies.
- (2) Payment Option B** - A service period of two (2) years (24 full months) applies.
- (3) Payment Option C** - The Customer may select a service period of either three (3) years (36 full months), four (4) years (48 full months) or five (5) years (60 full months).

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## **SECTION 4 – CONTRACTS FOR SERVICE**

### **4.1 General**

Services may be offered by the Company on a contractual basis under one of the following arrangements:

- (A) **Payment Plans** - Tariffed services provided by the Company may be offered under contract at discounted or stabilized rates to Customers who agree to use the Company's services for specific time periods or meet other service specific criteria designated by the Company. Plan availability, qualifications, and rates for services offered with Payment Plans are specified on a per service basis in Section 4 of this tariff. Rules and regulations associated with each Payment Plan are listed in this section of the tariff. Unless otherwise specified, services furnished under a Payment Plan are subject to all general rules and regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff.
- (B) **Specialty Service Arrangements (SSA)** - Under appropriate circumstances, the Company may enter into Customer-specific Specialty Service Arrangements furnished in lieu of existing tariff offerings to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each Specialty Service Arrangement shall be negotiated on an individual case basis and be mutually agreed upon between the Customer and Company. SSAs may include discounts off of rates contained in this Tariff, waivers of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the SSA may be based partially or completely on a term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

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#### **SECTION 4 - CONTRACTS FOR SERVICE, (CONT'D.)**

##### **4.2 Payment Plan Number 1 (PP-1)**

###### **4.2.1 General**

The regulations specified herein are applicable to all services offered under Payment Plan No. 1 ("PP-1") as indicated in each service's respective subsection of this Tariff.

Payment Plan No. 1 allows Customers to stabilize recurring rates and charges for Company services over contractual service periods. A specific monthly rate applies for the duration of each period.

When the Customer orders service to be provided under PP-1, the Customer must designate to the Company the payment option and/or service period desired. Available payment options and service periods for each service offered under PP-1 are described in that service's specific tariff section.

###### **4.2.2 Application of Rates and Charges**

Rates stabilized under Payment Plan No. 1 are exempt from Company initiated increases.

When Customers renew or change the length of their payment option or service period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the period(s).



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#### **SECTION 4 – CONTRACTS FOR SERVICE, (CONT'D.)**

##### **4.2 Payment Plan Number 1 (PP-1), (Cont'd.)**

###### **4.2.3 Termination Liability Charge**

In the event that all or any part of a service is disconnected at Customer request prior to expiration of any selected payment period of greater than one month's duration, the Customer will be required to pay a Termination Liability Charge unless specifically stated otherwise in that service's start.

The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by 90 percent.

The Tariff provisions concerning termination liability for recurring charges only shall not be applicable to any state, county, or municipal governmental entity when there is in effect as a result of action by such entity and through a duly constituted legislative, administrative, or executive body: a statute; an ordinance; a policy directive; or a constitutional provision which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the Tariff shall apply.

A statement will be included in any written contract or service agreement executed between the Company and the Customer informing the Customer that early termination liabilities apply as described in this tariff.

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**SECTION 4 - CONTRACTS FOR SERVICE, (CONT'D.)**

**4.2 Payment Plan Number 1 (PP-1), (Cont'd.)**

**4.2.4 Additions to Services**

- (A) Additions of services or rate elements - e.g., Ports - must be under a PP-1 arrangement at rates and charges as specified in 4.2.2 preceding.
- (B) Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in 4.2.5 following.
- (C) Additions under PP-1 arrangements are exempt from Company-initiated rate changes for all payment periods longer than one month.
- (D) Installation and any other nonrecurring charges, as specified in this Tariff, will apply to the added services.

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#### **SECTION 4 - CONTRACTS FOR SERVICE, (CONT'D.)**

##### **4.2 Payment Plan Number 1 (PP-1), (Cont'd.)**

###### **4.2.5 Disconnect of Services**

- (A) When a service or rate element, included under a PP-1 arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges may apply as set forth in 4.2.3 preceding. Remaining services or rate elements will not be affected by such disconnections.
- (B) When a tariffed service under a PP-1 arrangement is disconnected prior to the expiration of a selected service period as a result of a Customer requested change of a service which is specifically allowed without Termination Liability Charge as set forth in that service's tariff, Termination Liability Charges will not apply when the completed service period is at least the minimum period allowable under the specific service's Payment Option (as defined in the service's specific tariff section) or twenty-five percent of the length of the originally selected PP-1 service period, whichever is greater.

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#### **SECTION 4 - CONTRACTS FOR SERVICE, (CONT'D.)**

#### **4.2 Payment Plan Number 1 (PP-1), (Cont'd.)**

##### **4.2.6 Requests for Changes in Length of Optional Payment Period**

Subsequent to the establishment of a contract with a PP-1 period, and prior to the completion of that period, the existing payment period may be replaced by:

(A) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement subject to the following conditions:

- (1) No credit will be given for payments made during the formerly selected period.
- (2) The new payment period begins with the new PP-1 arrangement effective date,
- (3) No termination charge applies for the remaining portion of the former payment period.
- (4) Nonrecurring charges will not be reapplied.

(B) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement subject to the following conditions:

- (1) No credit will be given for payments made during the formerly selected period.
- (2) The new payment period begins with the new PP-1 arrangement effective date.
- (3) A Termination Liability Charge applies for the remaining portion of the former payment period,
- (4) Nonrecurring charges will not be reapplied

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## **SECTION 4 - CONTRACTS FOR SERVICE, (CONT'D.)**

### **4.2 Payment Plan Number 1 (PP-1), (Cont'd.)**

#### **4.2.7 Renewal Options**

- (A) The Customer may renew a Payment Plan according to one of the following renewal options:
  - (1) **Renewal Option 1** - Prior to completion of the current payment period available under the PP-1 arrangement may be selected at the rates in affect for new Customers at the time of the renewal. The Customer will be charged at the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
  - (2) **Renewal Option 2** - If the Customer does not elect an additional payment period or does not request discontinuance of service, service will be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The Customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by regulatory authority.
- (B) Non-Recurring charges are not applicable for rate elements renewed under PP-1. Any new rate element added at the time of renewal will be subject to all appropriate non-recurring charges.
- (C) The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
- (D) When a Customer renews a PP-1 arrangement, the rates and charges in effect on the first day of service of the renewal will apply.

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#### **SECTION 4 – CONTRACTS FOR SERVICE, (CONT'D.)**

#### **4.2 Payment Plan Number 1 (PP-1), (Cont'd.)**

##### **4.2.7 Renewal Options, (cont'd.)**

- (E) Recognition of previous service will be given to Customers who renew an existing PP-1 arrangement for all associated rate elements at the same location(s), provided that the length of the new PP-1 arrangement is at least the minimum service period allowable under Payment Option A (as defined in the service specific tariff section) or equals/exceeds the remaining service period of the original PP-1 arrangement,
- (F) Recognition of previous service back to the actual service date will be given to month-to-month Customers who convert to a PP-1 arrangement.

##### **4.2.8 Transfer of Service**

Service may be transferred to a new Customer at the same location upon prior written concurrence by the new Customer as specified in this Tariff. This does not constitute a disconnect of service or a discontinuance of an existing PP-1 arrangement. The new Customer will be subject to all provisions and equipment configurations currently in effect for the previous Customer. Regulations concerning transfer of service between subscribers are stated in other sections of this Tariff.

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**SECTION 4 - CONTRACTS FOR SERVICE, (CONT'D.)**

**4.2 Payment Plan Number 1 (PP-1), (Cont'd.)**

**4.2.9 Moves of Service(s)**

Payment options and service periods will not be affected nor will Termination Liability Charges apply when a Customer requests a move of service under PP-1 from one location to another location subject to the following:

- (A) The original and new premises locations must be in Company territory within the same state.
- (B) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- (C) No lapse in billing will occur for moves of service under PP-1,
- (D) Orders to disconnect the existing service and re-establish it at the new location must be related.
- (E) Any rate elements - such as, Ports - from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges.
- (F) All regulations and charges for changes made to the service coincident to that move shall apply.
- (G) All appropriate nonrecurring charges for moves of service as specified in this Tariff will apply.

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## **SECTION 5 - PROMOTIONS AND OPTIONAL CALLING PLANS**

### **5.1 Promotions - General**

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area, and will comply with all applicable Commission regulations.